

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

December 8, 2006

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: Request for Approval to Enter Into a Memorandum of Agreement Between Kona BB Property, LLC, d.b.a. Kona Village Resort, the State of Hawaii Department of Education West Hawaii Area Complex and the State of Hawaii Department of Land and Natural Resources, Division of Forestry and Wildlife, for a Traditional Hawaiian Canoe Building Cultural and Educational Project.

Background: The Department of Land and Natural Resources, Division of Forestry and Wildlife (DLNR-DOFAW) seeks to enter in to a Memorandum of Agreement (MOA) with Kona BB Property, LLC, d.b.a. Kona Village Resort (KVR) and the State of Hawaii Department of Education West Hawaii Area Complex (DOE) to establish a traditional Hawaii canoe building cultural and educational project for the enrichment of the students, community and visitors of West Hawaii.

DLNR-DOFAW proposes to provide one (1) koa log, and several non-native tree logs as the principal raw material for this project. The koa log will be comprised of a log segment from a dead tree. The koa log and all non-native logs will be obtained from State forest reserves or other lands managed by the Division.

The koa log and one non-native tree log will be sited at KVR, where visitors, students, and community members will participate in canoe carving and associated cultural activities. KVR has executed an Agreement for Professional Services with Mr. Manny Veincent, an expert traditional canoe shaper, to act as the principal leader of this project (Exhibit A). Each participating Kona school shall receive one non-native practice log and designate a teacher as leader of the project for that school.

KVR, DOA and DLNR-DOFAW have developed a draft MOA that detail the above terms and others, which has been reviewed by the Department of the Attorney General (Exhibit B).

RECOMMENDATION:

That the Board:

1. Approve that DLNR-DOFAW enter into the Memorandum of Agreement with Kona BB Property, LLC, d.b.a. Kona Village Resort and the State of Hawaii Department of Education West Hawaii Area Complex, for the establishment of a Traditional Hawaiian Canoe Building Cultural and Educational Project.

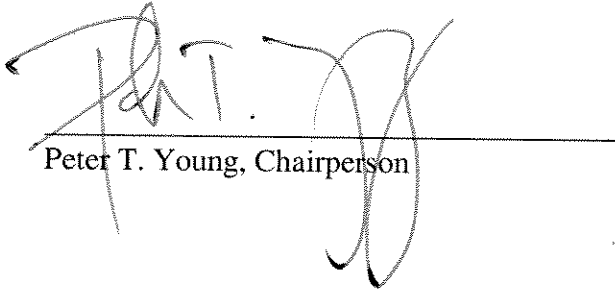
Respectfully submitted,



PAUL J. CONRY, Administrator

Attachments (Exhibits A & B)

APPROVED FOR SUBMITTAL:


Peter T. Young, Chairperson

MEMORANDUM OF AGREEMENT

Between

Kona BB Property, LLC, doing business as Kona Village Resort,

The State of Hawaii Department of Education West Hawaii Area Complex

and

**The State of Hawaii Department of Land and natural Resources, Division of Forestry
and Wildlife, through its Board of Land & Natural Resources**

A. Preface

This Memorandum of Agreement (MOA) is made on _____, 2006 between Kona BB Property, LLC, d.b.a. Kona Village Resort (KVR), the State of Hawaii Department of Education West Hawaii Area Complex (DOE) and the State of Hawaii Department of Land and Natural Resources, Division of Forestry and Wildlife (DLNR-DOFAW) through its Board of Land and Natural Resources.

B. Purpose

The purpose of this agreement is to promote the cultural and educational aspects of traditional Hawaiian canoe building for the enrichment of the students, community and visitors of West Hawaii.

C. Responsibilities

1. KVR, DOE and DLNR-DOFAW will work together on a canoe building educational project with a primary location situated at KVR.
2. KVR will retain a master canoe builder who will teach and mentor students and visitors. The master canoe builder will provide approximate timelines, methods, facilities, and materials and tools to be used for the project to all parties of this Memorandum of Agreement.
3. DLNR-DOFAW will consult with the master canoe builder on desired log specifications, and will have final authority on log selections and species selections for practice logs and issue a special use permit for harvest, possession and processing. DLNR-DOFAW will identify and provide one (1) koa log for canoe building, and one (1) non-native tree log for canoe building practice.
4. Once identified, KVR will be responsible for removal and transportation of both logs from State forest lands to KVR for use in the canoe project. State of Hawai'i Best Management Practices (http://www.state.hi.us/dlnr/dofaw/pubs/BMPs_bestmanagement.pdf) will be

followed during removal. KVR will mitigate any excessive damage to forest, roads, natural resources and/or state property incurred during the log removal process after consulting with DLNR-DOFAW.

5. KVR will provide materials for and build a halau (hale) on Kona Village property to house the koa log and non-native practice log.
6. KVR will work with DOE officials to make the canoe building program educational and culturally rewarding. KVR will host students on an on-going basis throughout the canoe-building project and work with DOE on future apprenticeships or internships.
7. DOE will provide DLNR-DOFAW with a list of schools that will participate in the program prior to execution of this MOA. A letter from each participating school shall detail proposed scope of work including lead teacher, student grade level(s) and approximate number of students involved.
8. DLNR-DOFAW shall chose and provide each participating school with a non-native log for canoe carving practice activities and issue a special use permit for its harvest, possession and processing. DLNR-DOFAW will be responsible for removal and transportation of non-native logs from State forest lands to each participating school as resources, manpower and equipment allow.
9. The master canoe builder will be present at all times when any work is being conducted on the koa canoe log.
10. Only individuals (KVR guests, DOE Students, community members, etc.) with a minimum of sixteen (16) hours of canoe building or shaping experience will be allowed to work on the koa canoe log. Others shall gain experience by working on non-native logs.
11. KVR guests and community members will be invited to observe or work on the canoe building activity at the discretion and under the direction of the resort. Tracking and documentation of practice hours for KVR guests and others will be the responsibility of the Master canoe builder.
12. Tracking and documentation of practice hours for DOE students will be the responsibility of the lead teacher at each school, and shall be presented to the Master canoe builder prior to student work activities on the koa log.
13. The master canoe builder at KVR and lead teacher at each participating DOE school shall provide DLNR-DOFAW (Mr. Ryan Peralta, Service Forester) with a quarterly progress report that includes brief summaries of project status, hours worked on each log by participant categories (KVR guest, DOE student, community member, and other details as appropriate).
14. KVR will not charge or accept donations from any individuals participating in canoe building activities, and will not use the demonstration and construction process for commercial gain.

15. Upon approval by the Administrator of DLNR-DOFAW and upon completion of shaping, KVR will transfer the koa canoe and any claim of canoe ownership, without charge, to a canoe club or an organization that is dedicated to Hawaiian culture preservation.
16. The disappearance or misuse of the koa canoe log prior to its final processing and transfer to a club or organization shall be a violation of the special use permit and subject to penalties provided by Hawaii Revised Statutes, Section 183-__, General administrative penalties.
17. KVR will encourage media coverage on an ongoing basis to share progress on the project with the general public.

IN WITNESS WHEREOF the **PARTIES** hereto have executed this, **MEMORANDUM OF UNDERSTANDING** by way of signature and date below.

Kona BB Property, LLC, d.b.a. Kona Village Resort:

Eric Calderon
Its Chief Operating Officer

Date: _____

Department of Education:

By Arthur Souza
Its Complex Area Superintendent
West Hawaii Area Complex Schools

Date: _____

Board of Land and Natural Resources:

By Peter T. Young
Its Chairperson

Date: _____

Approved as to form:

Deputy Attorney General

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into as of the 6th day of September, 2006, by and between KONA BB PROPERTY LLC (dba Kona Village Resort) and Manny Viencent.

RECITALS:

1. Manny Veincent is a Master Hawaiian canoe builder, using endemic *koaie* (acacia koaia) logs. The State of Hawaii Department of Land and Natural Resources (DLNR) will also provide a non native log for practice purposes with students and hotel guests.
2. Kona BB Property LLC, dba Kona Village Resort (KVR), in partnership with the State of Hawaii Department of Education (DOE) and West Hawaii Complex area schools has been assigned a *koaie* log by the DLNR for the express purpose of canoe building.

AGREEMENT:

1. On behalf of KVR and DOE, Manny Veincent will work with the DLNR in the selection, harvesting and transporting of the DLNR identified log. KVR will be responsible for any costs associated with harvesting and transporting as specified by DLNR.
2. Manny Veincent to provide KVR with on-site preparation specifications for the canoe building activity and to oversee the development of said site. KVR will provide the resources for the site development.
3. Manny Veincent to work on the canoe at a minimum of 6 hours per week. The hours worked would include the actual fabrication of the canoe, as well as providing educational and historical talks with KVR's guests and West Hawaii students. Manny Veincent will provide KVR with his weekly work schedule one week in advance. It is KVR's desire that Manny Veincent be as inter-active with KVR's guests and students as possible. The intent is to provide a cultural learning experience for everyone.
4. Manny Veincent is to obtain \$1,000,000 liability insurance, with coverage and rating acceptable to KVR's insurance broker. Kona BB Property LLC and all its affiliates will be named as additionally insured.
5. Reimbursable expenses to Manny Veincent will include, but be not limited to, mileage, materials, supplies and insurance costs.

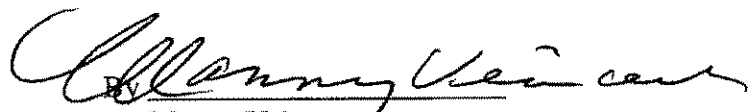
6. Manny Veinent will avail himself for any public relations opportunities, including, but not limited to, photographic sessions and interviews with travel writers and the media.
7. Fees: KVR to pay professional fees of \$50 per hour for the time Manny Veinent spends at the work site. Commuting time to KVR is not subject to fees. The time Manny Veinent spends at remote sites for the sole expressed purpose associated with the KVR Canoe Project may be subject to fees, with prior approval from KVR.
8. All parties understand that the KVR Canoe Project is subject to a timetable set by Manny Veinent. Furthermore, all parties understand that this timetable is dynamic, and always subject to change.
9. This agreement is subject to the approval by the DLNR. Should the DLNR deem any of these provisions unacceptable, the agreement will be modified.
10. Either party may cancel this agreement by providing 90 day notice to the other party, or 30 day notice if for reasonable cause.

IN WITNESS WHEREOF, Kona BB Property LLC and Manny Veinent have duly entered into this Agreement as of the day and year first above written.

KONA BB PROPERTY LLC
dba Kona Village Resort

By 
Mel Yangos
Its Controller

MANNY VEINCENT


Manny Veinent
Principal